

surrender the same, except as expressly provided in the Occupancy Lease, (b) consent to or permit any prepayment or discount of rent or payment of advance rent under any Occupancy Lease, or (c) amend, modify or otherwise change any term of any Occupancy Lease, or give any waiver, consent or approval under any Occupancy Lease, or take any other action in connection with any Occupancy Lease, if the action taken would have the effect of impairing the value of its interest or that of Grantee in such Occupancy Lease. Grantor will duly and punctually perform and observe all terms required to be performed by Grantor as landlord under any Occupancy Lease.

7.3 Notices. Grantor will give Grantee prompt written notice of (a) any default under or breach of any Occupancy Lease on the part of the tenant thereunder, and (b) any default thereunder on the part of Grantor and any claim of any such default made by such tenant.

8. No Claims against Grantee, etc. Nothing contained in this Mortgage shall constitute any consent or request, express or implied, by Grantee for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, nor as giving Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Grantee in respect thereof or any claim that any lien based on the performance of such labor or services or the furnishing of such materials or other property is superior to this Mortgage.

9. Indemnification. Grantor will protect, indemnify and save harmless Grantee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Grantee solely by reason of (a) Grantee's interest in the Property or receipt of any rent or other sum therefrom, other than any income or excess profits tax of Grantee determined on the basis of its general income or revenues, (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (c) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (d) any failure on the part of Grantor to perform or comply with any of the terms of this Mortgage, or (e) the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof. Any amounts payable to Grantee under this section which are not paid within 10 days after written demand therefor by Grantee shall become a part of the principal of the debt secured hereby and bear interest at the rate of 11% per annum from the date of such demand. In case any action, suit or proceeding is brought against Grantee by reason of any such occurrence, Grantor, upon Grantee's request, will at Grantor's expense resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel designated by Grantor and approved by Grantee. The obligations imposed on Grantor under this section accruing prior to any termination or satisfaction of this Mortgage shall survive such termination or satisfaction.

10. Certificate as to No Default, etc.; Information; Inspection. Grantor will deliver to Grantee, promptly upon request, a certificate stating that no condition or event exists which constitutes, or which (after notice or lapse of time or both) would constitute, an Event of Default, as defined in section 16 hereof, or if any such condition or event exists, specifying the nature and period of existence thereof and what action Grantor is taking or proposes to take with respect thereto. Grantor will also forthwith furnish